

# EXHIBIT B

# EXHIBIT B

**JOINT REPRESENTATION AND FEE-SPLIT AGREEMENT**

1. This will confirm the terms of the association between Claggett & Sykes Law Firm (“Claggett & Sykes”) and Davis Law Group, P.A. (“Davis Law Group”), on behalf of Logan Erne (the “Client”), with respect to the Client’s claim(s) against Margaret Williams, LPCC, Marilyn Abel, CPC, Anthony Quinn, MD, Brandon Payzant, PAC, Harmony Healthcare, LLC, and Summerlin Hospital Medical Center (the “Claim”).

2. This Agreement incorporates, by reference, the Claggett & Sykes Contingency Fee Agreement with the Client, and any fee agreement executed between the Client and Associated Counsel. In the event any conflict between the provisions of this Agreement and either of those fee agreements with the Client, the terms of the fee agreement with the Client shall prevail.

3. Claggett & Sykes will be responsible for the advancement of all necessary costs for this matter until such time as the matter is resolved or Claggett & Sykes withdraws from the matter.

4. Division of Labor among the law firms shall be as set forth in this Section 4:

4.1 Claggett & Sykes shall act as trial counsel for the Claim. Claggett & Sykes shall be lead counsel with responsibility and authority to direct the handling of the Claim and to direct the assignment of tasks among the participating lawyers.

4.2 Claggett & Sykes shall be ultimately responsible for Client contact, Client communications, providing status updates to the Client, and obtaining all information, signatures and documents from the Client, this includes, but is not limited to, responding to discovery requests, deposition preparation and scheduling, trial preparation scheduling, trial scheduling, and all scheduling requiring client input and/or participation.

4.3 Claggett & Sykes shall ensure that all local rules are followed and complied with. Claggett & Sykes shall have the responsibility for researching applicable Nevada law and drafting of pleadings and briefing, with the assistance of Davis Law Group as needed.

4.4 All oral arguments and trial will be conducted by Claggett & Sykes.

4.5 Claggett & Sykes and Davis Law Group agree to pool their skills and knowledge, and to confer with each other as reasonable and necessary to competently represent the interests of the Client in this matter. Each firm shall act in compliance with all applicable law, regulation and ethical constraints. Each firm shall maintain its own professional liability coverage.

4.6 Any tasks or responsibilities not specifically addressed in the Division of Labor section, above, shall be divided and handled in an equitable fashion among Claggett & Sykes and the Davis Law Group, within the context of the Division of Labor set forth above, and the fee-sharing provision set forth below.

4.7 No publicity, press release, website posting or other public comment about the Claim shall be made without the prior approval of Claggett & Sykes.

5. Claggett & Sykes shall receive 50% of all attorneys' fees, if any, in this matter. Davis Law Group shall receive 50% of all attorneys' fees, if any, in this matter. Claggett & Sykes will be reimbursed for all of its costs advanced in accordance with the Claggett & Sykes Contingency Fee Agreement. If Davis Law Group advances any costs towards this matter, even though they are not required to, they will be reimbursed by Claggett & Sykes.

6. Withdrawal and Discharge of Counsel shall be as set forth in this Section 6:

6.1 Claggett & Sykes is free to withdraw from the representation of the Clients for any reason permissible under the governing ethical or court rules. Upon withdrawal or termination of Claggett & Sykes representation, Claggett & Sykes shall be entitled to 50% of the applicable attorney's fee provided for in the Claggett & Sykes Contingency Fee Agreement, depending on the stage of the case, based on the most recent settlement offer made by the defense before withdrawal of Claggett & Sykes. Said fees are to be paid out of any settlement or judgment. Claggett & Sykes shall also be entitled to receive all of its advanced costs up to date of the withdrawal. Said costs are to be paid out of any settlement or judgment. If no offer was made before withdrawal, Claggett & Sykes shall be entitled to attorney's fees based upon work performed and the hourly rates stated in the Claggett & Sykes Contingency Fee Agreement, to be paid out of any settlement or judgment.

6.2 Davis Law Group is free to withdraw from the representation of the Client upon thirty (30) days' notice to Claggett & Sykes and the Client, for any reason permissible under the governing ethical or court rules.

6.3 Upon withdrawal or termination representation, Davis Law Group shall be entitled to 50% of the applicable fee provided for in the Claggett & Sykes Contingency Fee Agreement, depending on the stage of the case, based on the most recent settlement offer made by the defense before withdrawal of Associated Counsel. Said fees are to be paid out of any settlement or judgment. Davis Law Group shall also be entitled to full reimbursement of its advanced costs up to the date of withdrawal, if any. Said costs are to be paid out of any settlement or judgment. If no offer was made before withdrawal, the Davis Law Group shall be entitled to attorney's fees based upon work performed and the hourly rates stated here, to be paid out of any settlement or judgment:

Brian Davis \$\_\_\_\_\_.00 per hour

Law Clerk \$\_\_\_\_\_.00 per hour  
Paralegal: \$\_\_\_\_\_.00 per hour.

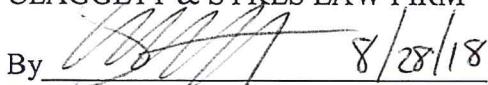
7. This engagement letter shall be interpreted and enforced in accordance with the laws of the State of Nevada without regard to choice of law provisions. The services shall be governed by the Rules of Professional Conduct as adopted by the Nevada Supreme Court, without regard to where the services are actually performed.

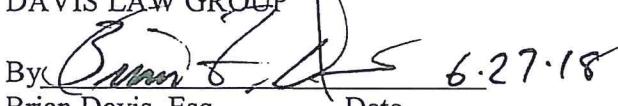
8. Any dispute arising from, or related to, this engagement letter shall be submitted to binding arbitration in the State of Nevada. The prevailing party shall be entitled to recover its costs and attorney's fees in any such arbitration whether or not the litigation is prosecuted to judgment.

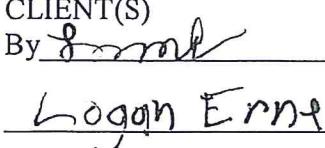
9. Claggett & Sykes and Davis Law Group each represent and warrant to the other firm that they have done such legal research and review as they deem necessary, and confirm to the other firm(s) that this Agreement complies with the laws and ethical rules of the firm's jurisdiction.

10. If Davis Law Group fails to perform in a matter satisfactory to Claggett & Sykes and/or the Client, Claggett & Sykes may terminate this Agreement effective immediately.

Agreed and Approved by:

CLAGGETT & SYKES LAW FIRM  
By  8/28/18  
Sean K. Claggett, Esq. Date

DAVIS LAW GROUP  
By  6.27.18  
Brian Davis, Esq. Date

CLIENT(S)  
By  (sign) 8.7.2018  
Logan Erne Print Name

By \_\_\_\_\_ (sign)  
\_\_\_\_\_  
Print Name